

# **REQUEST FOR PROPOSALS**

## **FC-6042, CITYWIDE JANITORIAL SERVICES (GROUPS B & C)**



**Atlanta, Georgia**

**Kasim Reed  
Mayor  
City of Atlanta**

**Billy Warren  
Director  
Office of Enterprise Asset Management**

**Adam L. Smith, Esq., CPPO, CPPB  
Chief Procurement Officer  
Department of Procurement**



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

June 20, 2012

### ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a proposal for **FC-6042, Citywide Janitorial Services (Groups B & C)**. The City of Atlanta (the "City") is soliciting Proposals from qualified firms to clean various city-owned and leased facilities on behalf of the Office of Enterprise Asset Management. The successful proponent will be responsible for providing all labor and some materials and supplies as directed in the Scope of Work.

A **Pre-Proposal Conference** will be held on **Wednesday, June 27, 2012, at 10:00 a.m.**, in the DOP's Conference Room at 55 Trinity Avenue, Atlanta, GA 30303, in Suite 1900. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Office of Enterprise Asset Management, Office of Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. All Proponents are urged to attend the Pre-Proposal Conference.

The last date to submit questions is Friday, June 29, 2012, at 3:00 P.M. EST. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 1:59 p.m., Wednesday, July 11, 2012.**

**\*\*ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 1:59 P.M.\*\***

This project is an eligible project as defined in § 2-1443 of the Atlanta City Code of Ordinances, and no proposal shall be accepted unless the proposal is submitted by an eligible proponent as approved by the Office of Contract Compliance.

Proponents' names will be publicly read at 2:00 p. m. on the respective due date in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

**This RFP is being made available by electronic means. If accepted by such means, then the proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the proponent's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.**

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**You are required to email your business name, contact person, address, phone number, fax number, email address, and project number to Ms. Valerie Floyd, Contracting Officer, at [vmfloyd@atlantaga.gov](mailto:vmfloyd@atlantaga.gov) to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.**

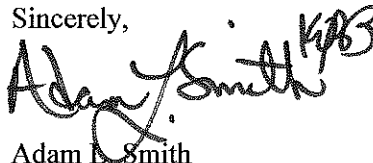
The proposal document may be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$25.00 per package as of Wednesday, June 20, 2012, between the hours of 8:15 a.m. to 5:00 p.m. Payment for the documents represents production cost; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Ms. Valerie Floyd, CPPB Contracting Officer, at (404) 330-6517, or by email at [vmfloyd@atlantaga.gov](mailto:vmfloyd@atlantaga.gov). Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to the Plan Room at (404) 330-6069.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

A handwritten signature in black ink that reads "Adam L. Smith". To the right of the signature, the initials "KAB" are written in a larger, bold script.

Adam L. Smith

## **Part 1: Information and Instructions to Proponents**

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“**Proponent**” or “**Proponents**”) by the City of Atlanta (“**City**”), on behalf of its Office of Enterprise Asset Management (“OEAM”), seeks to procure the following services (“**Services**”): The city is in need of Janitorial services to ensure that city owned (and /or leased) facilities are maintained in a safe and sanitary manner. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A–Services attached to the Services Agreement (“Services Agreement”); Contract No. FC-6042; Citywide Janitorial Services, included in this RFP at Part 5.<sup>1</sup>
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1188; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications; Authority to Transact Business in Georgia:** Each Proponent team member (Service Provider Key Personnel) shall have a minimum of three (3) years experience within the last three (3) years in janitorial services. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
5. **Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than 1:59 p.m., EST (as verified by the Bureau of National Standards) on Wednesday, July 11, 2012. Any Proposal received after this time will not be considered and will be rejected and returned.
6. **Pre-Proposal Conference:** Each Proponent must attend the Pre-Proposal Conference scheduled for Wednesday, June 27, 2012, at 10:00 A.M., at Atlanta City Hall, 55 Trinity Avenue, Suite 1900, Atlanta, GA 30303. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to full investigate

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<sup>1</sup> All capitalized terms contained in the Services Agreement are incorporated into this RFP.

the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.

**7. Proposal Guarantee:**

7.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the total Cost Proposal amount. At the option of the Proponent, the Proposal Guaranty may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

7.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the award, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

**8. Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Valerie Floyd, CPPB, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail [vmfloyd@atlantaga.gov](mailto:vmfloyd@atlantaga.gov), on or before 3:00 P.M., Friday, June 29, 2012. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at <http://www.atlantaga.gov/index.aspx?page=20> and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

**9. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

**10. Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
12. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 2**; Company Financial Statements attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 5**; Proof of Insurance and Bonding Capacity. **A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it.** Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.
13. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.
14. **Examination of Proposal Documents:**
  - 13.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
  - 13.2 Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in

the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

13.3 City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.

**13.4 Each Proponent must confirm Addenda have been received and acknowledge receipt by executing Form 6; Acknowledgment of Addenda attached to this RFP at Part 4.**

15. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.
16. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
17. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, Set forth in Part 5; Appendix C; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume I of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit in Appendix C.

18. **Systematic Alien Verification of Entitlements:** The Systematic Alien Verification of Entitlements (S.A.V.E.) Form must be completed and submitted in Volume II of Proposal.
19. **Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple proponents. The award(s) will be based on the scope of services (“SOS”) in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS. The award will be based on aggregate amount for Groups B & C.



## **Part 2; Contents of Proposals/Required Submittals**

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
  - 1.1. Informational Proposal; and
  - 1.2. Cost Proposal (Form provided by City at **Part 5**; Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1-Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
2. **Informational Proposal:** An Informational Proposal is comprised of 2 sources of information:
  - 2.1. **Volume I**, information drafted and provided by a Proponent; and
  - 2.2. **Volume II**, information provided by a Proponent **on forms provided by the City (or required to be created by a Proponent)** in this RFP.

**The Information Proposals must be tabbed as indicated to reflect the sections list in the below Outline.**

3. **Information Required to Be Included in Informational Proposal:**
  - 3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:
    - 3.1.1. **Information Drafted And Provided By A Proponent:** This information should be included in a **Volume I** to a Proposal:
      - 3.1.1.1. Executive Summary;
      - 3.1.1.2. Organizational Structure;
      - 3.1.1.3. Resumes of Key Personnel;
      - 3.1.1.4. Overall Experience, Qualifications and Performance on Previous Similar Projects; and Management Plan.
    - 3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a **Volume II** to a Proposal:
      - 3.1.2.1. **Forms attached to this RFP at Part 4 (Include them in Volume II of Proposal):**
        - 3.1.2.1.1. Form 1; Proponent Contact Directory;

- 3.1.2.1.2. Form 2; Proponent Financial Statements and Other Financial Information;
- 3.1.2.1.3. Form 3; Disclosure Form and Questionnaire;
- 3.1.2.1.4. Form 4; Acknowledgment of Insurance and Bonding Requirements;
- 3.1.2.1.5. Form 5; Proof of Insurance Coverage and Bonding Capacity;
- 3.1.2.1.6. Form 6; Acknowledgment of Addenda;
- 3.1.2.1.7. Form 7; List of Clients;
- 3.1.2.1.8. Form 8; Systematic Alien Verification of Entitlements (S.A.V.E.)

**NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.**

**3.1.2.2 Forms attached to Services Agreement attached to this RFP at Part 5:**

- 3.1.2.2.1 Exhibit A.1-Cost Proposal (**This should be included in a sealed envelope**);
- 3.1.2.2.2 Appendix A; City's OCC Programs; Office of Contract Compliance Submittals;
- 3.1.2.2.3 Appendix C; Miscellaneous Forms; and
- 3.1.2.2.4 Illegal Immigration Reform and Enforcement Act Form (**This completed form should be included in Volume II of your Proposal**);

**3.2. Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

**3.2.1. Executive Summary (Tab in Volume I).**

- 3.2.1.1. **Cover Letter:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail

address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

**3.2.1.2. Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

**3.2.1.2.1.** Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

**3.2.1.2.2.** The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

**3.2.1.2.3.** A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;

**3.2.1.2.4.** A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or

**completed in both the private and public sector during the past five (5) years.**

**3.2.2 Organizational Structure (Tab in Volume I).**

The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

- 3.2.2.1 providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.
- 3.2.2.2 providing a descriptive of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.
- 3.2.2.3 providing the names of proposed candidates for each function on the chart.

**3.2.3 Key Personnel/Resumes (Tab in Volume I):**

- 3.2.3.1 Identify and provide resumes for the individuals that the Team will use to fill the following positions:

- 3.2.3.1.1 Area Vice President or District Manager;
- 3.2.3.1.2 Project Manager; and / or
- 3.2.3.1.3 Supervisor.

**Note: Manager and Supervisor should be the on-going contact for managing the contract.**

- 3.2.3.2 Resumes should be organized as follows:

- 3.2.3.2.1 Name and Title;
- 3.2.3.2.2 Professional Background;
- 3.2.3.2.3 Current and Past Relevant Employment;
- 3.2.3.2.4 Education;
- 3.2.3.2.5 Certifications;
- 3.2.3.2.6 List of (3) Relevant projects, including:
  - 3.2.3.2.6.1 Client Name;
  - 3.2.3.2.6.2 project description;

- 3.2.3.2.6.3 role of the individual;
- 3.2.3.2.6.4 project actual or expected completion date; and
- 3.2.3.2.7 Client List/Reference Contact.

3.2.3.3 For each Resume provided, each Proponent must provide a one letter of recommendation from clients for whom that individual has held a similar role within the past ten (10) years. The letter must state at a minimum:

- 3.2.3.3.1 the role the individual held in the project;
- 3.2.3.3.2 the original contract schedule to start and complete the project;
- 3.2.3.3.3 the actual start and completion dates of the project;
- 3.2.3.3.4 whether the individual was full-time on the project and the Client's perceived key contribution that individual made in completing the Client's project either within the Client's original planned total cost or original schedule duration or both; and
- 3.2.3.3.5 the quality of the facility's operation since the Client's acceptance at turnover.

3.2.3.4 Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

**3.2.4 Overall Experience, Qualifications and Performance on Previous Projects (Tabbed in Volume I):** Please provide a description of the background and experience that qualifies your company as a proponent. You must ensure that you provide all of the items listed in the Scope of Services, on pages 3 and 4 in Exhibit A of this RFP.

**3.2.5 Management Plan (Tabbed in Volume I).** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services will manage the Services, specifically addressing the following:

- 3.2.5.1 Proponent's approach to team leadership;
- 3.2.5.2 how the Proponent will:
  - 3.2.5.2.1 ensure proper communications among pertinent project team members;
  - 3.2.5.2.2 assure the City that each scope of Services will kept within any established time and budget constraints;
  - 3.2.5.2.3 establish and maintain the necessary cooperative

- relationships
- 3.2.5.2.4 coordinate all necessary project activities within that team relationship;
- 3.2.5.2.5 identify the tools that are intended to be used to manage these project elements;
- 3.2.5.3 Proponent's proposed method to:
  - 3.2.5.3.1 Identify and resolve issues during the project duration; and
- 3.2.5.4 Make critical decisions.

**3.3 Cost Proposal.** Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) stamped "Original" and seven (7) copies in a separate envelope).**

#### **4. Submission of Proposals:**

- 4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: FC-6042; Citywide Janitorial Services, and the name and address of the Proponent. All Proposals must be submitted to:

**Adam L. Smith, Esq., CPPO, CPPB**  
**Chief Procurement Officer**  
**Department of Procurement**  
**55 Trinity Avenue, S.W.**  
**City Hall South, Suite 1900**  
**Atlanta, Georgia 30303-0307**

- 4.2. A Proponent is required to submit one (1) original and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain and index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- 4.3. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped original and seven (7) copies of its Cost Proposal with its Information Proposal.

5. **Submittals:** The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet <sup>2</sup>	Check (✓)
	<b>FORMS TO BE SUBMITTED INV VOLUME II WITH PROPOSAL THAT WILL NOT FORM PART OF THE CONTRACT, IF AWARDED:</b>	
1.	<b>Form 1; Proponent Contact Directory</b>	
2.	<b>Form 2; Proponent Financial Statements and Other Financial Information</b>	
3.	<b>Form 3; Disclosure Form and Questionnaire</b>	
4.	<b>Form 4; Acknowledgement of Insurance and Bonding Requirements</b>	
5.	<b>Form 5; Proof of Insurance Coverage and Bonding Capacity</b>	
6.	<b>Form 6; Acknowledgment of Addenda</b>	
7.	<b>Form 7; List of Clients</b>	
8.	<b>Form 8; S.A.V.E. (Appendix C)</b>	
9.	<b>Miscellaneous; Documentation evidencing Proponent's authority to transact business in the State of Georgia</b>	
	<b>DOCUMENTS/FORMS THAT WILL FORM PART OF THE CONTRACT, IF AWARDED:</b>	
1.	<b>Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted with Proposal)</b>	
2.	<b>Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO Forms 1, 2, 3 and 4 (to be completed by Proponent and submitted with Proposal)<sup>3</sup></b>	
3.	<b>Appendix D; Miscellaneous Forms</b>	
4.	<b>Form 1; Security and Immigration Compliance Forms (to be completed by Proponent and</b>	

<sup>2</sup> This table is included for Bidder's convenience and may be used to track the preparation and submittal of certain required information with its Bid.

<sup>3</sup> Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

	<b>submitted with Proposal)</b>	
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### **Part 3: Evaluation of Proposals**

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form::

<b>RELATIVE WEIGHT</b>	<b>GRADED ITEM</b>	<b>SCORE</b>
<b>10</b>	<b>Executive Summary</b>	
<b>10</b>	<b>Organization/Resumes of Key Personnel</b>	
<b>15</b>	<b>Management Plan</b>	
<b>20</b>	<b>Overall Experience, Qualifications and Performance on Previous Similar Projects</b>	
<b>15</b>	<b>OCC Programs</b>	
<b>5</b>	<b>Financial Capability</b>	
<b>25</b>	<b>Cost Proposal</b>	
<b>100%</b>	<b>TOTAL SCORE</b>	

#### **Part 4; Submittal Forms**

**FORM 1**  
**PROPOSER CONTACT DIRECTORY<sup>4</sup>**

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

<sup>4</sup> The purpose of the Proposer Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proposer. This Proposer Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proposer's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proposer Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

## **FORM 25: Proponent Financial Statements and Other Financial Information**

Note: If a general partnership or a joint venture is proposed, all member companies are to respond separately to all questions, completing separate Forms 2 to be included in the RFP.

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ALL FIGURES IN U.S. DOLLARS (US\$)

1. Summary of assets and liabilities on basis of the audited financial statement of the last three financial years.

Standard currency of Company's Financial Statement: .....

The exchange rate used: ..... = US \$.....

	<u>Year</u> (million)	<u>Year</u> (million)	<u>Year</u> (million)
Current Assets	US\$.....	US\$.....	US\$.....
Current Liabilities	US\$.....	US\$.....	US\$.....
Working Capital	US\$.....	US\$.....	US\$.....
Total Assets	US\$.....	US\$.....	US\$.....
Total Liabilities	US\$.....	US\$.....	US\$.....
Net-Worth	US\$.....	US\$.....	US\$.....

The above figures are to be prepared and attested to by a Certified Public Accountant

- 
2. Total value of the balance of work in hand:

US \$.....

3. Value of available credit for the Project from reputable local Banks or foreign bank verified by local banks.

Name of Bank, Address, Telephone and Fax numbers

Amount  
(US\$)

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<sup>5</sup> Each Proponent should submit any other information it deems appropriate to reflect its financial capabilities.

.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
Total	.....

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4. Amounts of manufacturing and/or construction work for the last five years.

Year ____ (million)	Year ____ (million)	Year ____ (million)	Year ____ (million)	Year ____ (million)
US\$.....	US\$.....	US\$.....	US\$.....	US\$.....

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5. (a) Please attach copies of the Company's most recent (3) three-years audited financial statements certified by a Certified Public Accountant, licensed accountant and other financial data which you consider to be useful. Proponents should demonstrate financial capability by providing the following documentation for each member of the proponent's team:

Annual reports and financial statements including income statements, balance sheets, and changes in financial position.

The latest quarterly financial report and a description of any material changes in financial position since the last annual report.

Providing banking or other institutional lenders references, and provide any other information that the Proponent may deem appropriate to reflect its financial capability.

(b) Please attach the statement from the banks confirming the Company's credit lines available for the Project.

(c) Proponents are required to submit hard copies of all of the above financial conditions.

### **Form 3: Disclosure Form and Questionnaire**

Proponent's disclosures must fully answer all questions posed by the City. Such disclosure must be submitted at the time of the Proposal submission and included as a part of the Proposal.

For the purposes of this disclosure form:

1. "Proponent" means, and disclosure is required for, each Proponent and its constituent members, firms, partners, joint venturers and first-tier subconsultants.
2. "affiliate" means any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Proponent or a member of Proponent.
3. "control" means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.

The following information must be provided:

1. Please provide the names and business addresses of Proponent and each of Proponent's officers, directors, affiliates and other employees, agents or representatives for this project: **FC-6042; CITYWIDE JANITORIAL SERVICES.** Describe accurately, fully and completely their respective relationships with the Proponent, including their ownership interests and their anticipated role in the management and operations of the Proponent.
2. Please describe the general development of the Proponent's business during the past ten (10) years, or such shorter period of time that the Proponent has been in business.
3. List any lawsuits, administrative actions or litigation to which Proponent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or otherwise. State the project giving rise to the lawsuit, administrative action or litigation, explain the basis for all claims and state whether a settlement was reached or a judgment was entered, identifying each party against whom a judgment was entered.
4. Provide details if Proponent has been charged with a criminal offense within the last ten (10) years.

5. Describe any citation or notices of violation which Proponent received from any government agency in connection with any of Proponent's work during the past ten (10) years. Include OSHA violations, except for de minimus dollar amounts.
6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Proponent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:
  - (a) Whether Proponent, or affiliate currently or previously associated with Proponent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.
  - (b) Whether Proponent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Proponent from engaging in any type of business practice; and
  - (c) Whether Proponent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proponent which directly arose from activities conducted by Proponent which submitted a bid or proposal for the subject project.
7. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project, in the last ten (10) years: (i) has or had, directly or indirectly, a business relationship with the City; (ii) directly or indirectly has received revenues from the City or (iii) directly or indirectly has received revenues from conducting business on City property or pursuant to any contract with the City.
8. State whether any employee, agent or representative of Proponent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee.

**NOTE: In addition to providing detailed narrative answers to the questions posed in this disclosure form and questionnaire Proponent may attach any other documents that may provide information responsive to the subjects in this disclosure form and questionnaire.**

Under penalty of perjury, I declare that I have examined this disclosure form and questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

**Date:**\_\_\_\_\_

**Corporate Proponent:**  
**[Insert Corporate Name]**

\_\_\_\_\_  
**By:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Title:**\_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_  
**By:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Title:**\_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**  
**My Commission Expires:**\_\_\_\_\_



**Form 4: Acknowledgment of Insurance and Bonding Requirements**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, Proponent, acknowledge that if selected as the successful Proponent for **FC-6042; CITYWIDE JANITORIAL SERVICES**. Proponent shall comply completely and promptly with all insurance and bonding requirements contained in the Form of Agreement attached to this Solicitation and appendices thereto, pertaining to insurance or bonding.

Proponent understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of an Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proponent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proponent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance and Bonding Requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements related to insurance and bonding contained in the Form of Agreement attached to this Solicitation. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Proponent.

**Date:** \_\_\_\_\_

**Corporate Proponent:**  
**[Insert Corporate Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**  
**My Commission Expires:** \_\_\_\_\_

**Form 5; Proof of Insurance Coverage and Bonding Capacity**

**PROJECT; FC-6042; CITYWIDE JANITORIAL SERVICES.**

**INSURANCE COVERAGE AND BONDING CAPACITY**

**CITY OF ATLANTA, GEORGIA**

Proponent shall provide the City with satisfactory evidence of the Proponent's ability to obtain the required insurance and bonds from (a) company(ies) satisfactory to the City and licensed by the Insurance Commissioner of the State of Georgia to transact Surety business in the State of Georgia. Proponent shall submit this form with its Proposal.

**SURETY:**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CONTACT NAME AND PHONE: \_\_\_\_\_

BONDING CAPACITY IS: \_\_\_\_\_

**INSURER:**

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CONTACT NAME AND PHONE: \_\_\_\_\_

*Proponent is required to submit a letter from the Company providing insurance and bonds for this project certifying that the Company will provide insurance and bonds in accordance with the terms set forth in Appendix B.*

Date: \_\_\_\_\_

**Corporate Proponent:**  
**[Insert Corporate Name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

**By:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Title:**\_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:**\_\_\_\_\_

**Form 6; Acknowledgment of Addenda**

**Acknowledgement of Addenda**

Bidders/Proponents must sign below and return this form with Bids/Proposals to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1790, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-6042; CITYWIDE JANITORIAL SERVICES**.

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_; and
4. \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**Corporate Proponent:**  
**[Insert Corporate Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

### **Form 7: List of Clients<sup>6</sup>**

Proponents should provide a list of at least three (3) clients as references using the following format:

1. Client:                      Name  
                                    Address  
                                    City, State, Zip  
                                    Phone  
                                    Fax

Project:                      Conference Management Services

Contact Person:              Mr. John Doe  
                                    (404) 555-5555

Date(s) of Project:        August 12, 2000 to August 19, 2001

Description/Summary of Services:

Cost/Amount of Contract:

Firm's Role:                Responsible for etc.

Completion Status:

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2. (Next Client)

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<sup>6</sup> Proponent should include client name, address, phone/fax number, contact name and summary of services provided to client, including dates services were provided. Proponent may supplement this form by attaching additional pages to it or may create its own form for including in its Proposal as long as such form meets the informational requirements of this form.

## **Part 5: Services Agreement**

# DRAFT

## SERVICES AGREEMENT; CONTRACT NO. FC-6042

This Services Agreement ("Agreement") is entered into and effective as of \_\_\_\_\_ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

<b>Contract Name:</b> Citywide Janitorial Services (B & C)	<b>Contract No.</b> FC- 6042
<b>Service Provider</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency: Office of Enterprise Asset Management</b>
<b>Address:</b>	<b>Address: 68 Mitchell Street, S.W. Atlanta, Ga. 30303</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Authorized Representative:</b>	<b>Authorized Representative: Billy Warren</b>

### 1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$ \_\_\_\_\_ ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

### 2. Term.

2.1 Initial Term. The initial term of this Agreement will be 3 years. This Agreement shall commence on the Effective Date and end on [\_\_\_\_\_]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for [2] additional one year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

3. If such legislation is enacted, within 45 days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

4. **Interpretation.**

4.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

4.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:<sup>1</sup>

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B - Definitions
4. Exhibit D - City Security Policies
5. Exhibit E - Dispute Resolution Procedures
6. Appendix A - Office of Contract Compliance Requirements
7. Appendix B - Insurance and Bonding Requirements
8. Additional Contract Documents

5. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. **Services.**

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

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<sup>1</sup> For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.



### 5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").<sup>2</sup> All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased

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<sup>2</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

## **6. Service Provider's Obligations.**

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

## 7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

## 8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 - Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. **Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or

workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

## **10. Compliance with Laws.**

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

## **11. Confidential Information.**

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

## **12. Work Product.**

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

## **13. Audit and Inspection Rights.**

### **13.1 General.**

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

#### **14. Indemnification by Service Provider.**

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);



(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

## 15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE,

TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to

other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

## **19. Dispute Resolution.**

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

## **20. General.**

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may

withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

## **SIGNATURE AUTHORITY**

An authorized signature below by the City and by the Contractor indicates the acceptance of the terms of this Agreement.

This Contract embodies the entire Agreement between the City and the Contractor. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not contained in the Agreement.

**IN WITNESS WHEREOF**, the City and Contractor have executed this Agreement by their duly authorized officers, as of the date first written above.

**CITY OF ATLANTA:**

**[Service Provider]**

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

President/Vice President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Municipal Clerk (SEAL)

\_\_\_\_\_  
Corporate Secretary/Asst. Secretary  
(affix seal)

**RECOMMENDED:**

\_\_\_\_\_  
Office of Enterprise Asset Management

**APPROVED:**

\_\_\_\_\_  
Chief Procurement Officer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney



**EXHIBIT A**  
**SERVICES AND ADDITIONAL COMPENSATION TERMS**

## **CITYWIDE JANITORIAL SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

### **Description of Project:**

To provide general janitorial cleaning of City of Atlanta facilities for the Office of Enterprise Assets Management (OEAM).

### **Scope of Work Summary:**

The work will be performed at the various City facilities listed and/except any added/deleted during the life of this contract. The successful Proponents shall furnish all janitorial services and the labor, materials, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality of janitorial services at these facilities. The City of Atlanta will accept original bid responses specifically tailored to solve our janitorial problems.

Georgia Criminal Investigation Checks (GCIC) must be conducted by the Contractor at the Contractor's expense on all employees, including sub-contractors, assigned to clean City Facilities. National Crime Information Center (NCIC) checks must be conducted by the Contractor at the Contractor's expense on all employees and subcontractors hired to perform work in Group B facilities only (Police and Fire facilities). Said employees may be temporarily assigned to Group B facilities upon the GCIC clearance, and then permanently assigned upon NCIC clearance. The GCIC must be completed and forwarded to the OEAM Department, Procurement Unit or designated representative in the OEAM Department for review and approval prior to the start date of the contract. No employee may work at any City of Atlanta Facility prior to the approval of the GCIC and receipt of a City of Atlanta Janitorial Contractor Temporary ID badge. Persons with convictions related to drug use, larceny, or offenses involving violence shall not be employees on this contract.

All Proponents shall bid on the required cleaning for both groups. Note that not all services apply to all facilities (e.g. some facilities may not include locker rooms). It is the Proponent's responsibility to ensure that their bid for any facility has been calculated to include all appropriate services.

Successful Proponent must be prepared to fully assume responsibilities of this contract and begin cleaning facilities within 30 days after notification of approval of award by the City of Atlanta Council. Employees assigned to clean the City's facilities may not begin work prior to the approval of the GCIC and receipt of a City Temporary ID Badge. Failure to adhere to this time line will be grounds for selection of the next qualified Proponent to fulfill this contract.

It is highly recommended that Proponents visit all facilities on which they are bidding before submitting a bid. Failure to make such a visit will not relieve Proponent of the responsibility to: 1) submit a complete bid in proper form, or 2) properly clean a facility if awarded. Failure to comply with the cleaning standards will be grounds for dismissal.

Any facilities which are added to or deleted from a cleaning group will be done so at the same price per square foot being charged for that group. Any additional facility which is added to the contract which does not reasonably belong to one of the existing groups will be added at a price per square foot which is mutually agreeable to both parties and within BOMA guidelines.

Any remarks or apparent errors in the specification or exceptions taken to the content of the specification must be clearly presented by the bidder as an attachment titled "Remarks and Exceptions". Failure to do so is an agreement by the Proponent that they accept the terms and conditions of the specifications as written.

#### **Definitions**

**BOMA** Building Owners and Managers Association

**Days** - "Days" shall mean calendar days.

**Daily** – Required each day the facility is opened to the public. If required more than one time per day, indicate number of times. (e.g. "3 x Daily" or "3/Day" for three time each day)

**GCIC** – Georgia Criminal Investigation Checks

**JCAHO** – Joint Commission on Accreditation of Health Care Organizations

**Joint Review** – A committee consisting of executive management for both OEAM Department, City's Procurement Department and the Contractor, or any other members thereof who are empowered to make decisions on behalf of the City and Contractor.

**Monthly** – Period of 29 to 31 days; If required more than once per month, but less frequently than every week, indicate number of times per month (e.g. "2 x Monthly" or "2/Month" if task is to be done twice a month.

**Multi-term contract** – A contract executed for a specific period with the option to renew for additional periods of time.

**NCIC** – National Crime Information Center

## **CITYWIDE TECHNICAL SPECIFICATIONS FOR JANITORIAL SERVICES**

### **PROPONENT'S QUALIFICATIONS**

Each Proponent shall have a minimum of three (3) years demonstrable experience providing janitorial service for facilities of comparable usage and size.

The listing must include:

- A. The work performed, (indicate if being done as prime or sub-contractor), number of facilities, total square footage for all facilities, highest and lowest square footage per unit within the group of facilities, length of contract, contract administrator, and telephone number.
- B. Names, addresses, and phone numbers of at least three (3) individuals who can verify the Proponent's ability to perform work of this type and scope.
- C. At least one reference must be less than three (3) years old, showing that the Proponent has recently performed this type and scope of work in facilities of similar size, type, and geographical dispersion. Any concerns noted by the Proponent's references will become a part of the submittals and will aid in the selection of the Proponent.

### **REFERENCES LIST**

ITEM	Reference 1	Reference 2	Reference 3
Name of Contact			
Contract Period Begin/End Dates			
Prime or Subcontractor			
Total Square Feet Cleaned			
Contract Administrator			
Telephone Number			
Email Address			

- D. Membership in any professional cleaning and/or certifying organization.
- E. Training and professional certification of key individuals who will be involved in the City contract.

**THE SUCCESSFUL PROPONENT WILL BE REQUIRED TO PROVIDE THE FOLLOWING BEFORE EXECUTING A FINAL CONTRACT. THERE IS NO NEED TO PROVIDE WITH BID SUBMISSION.**

#### **PROponent's ORGANIZATION**

- Each Proponent shall demonstrate its ability to organize and manage janitorial projects at multiple sites.
- Each Proponent shall graphically illustrate the position of the Project Manager and/or Site Manager for this contract in the overall corporate organization. The Proponent shall include a current resume of the Project Manager, and/or Site Manager, with emphasis on experience, responsibilities, current and expected workload of these people.
- Each Proponent shall show how corporate support is to be provided to the project.
- Each Proponent shall graphically demonstrate the relationship between the OEAM Custodial Manager and the Proponent's Project/Site Manager. Detailed attention must be placed on the authority of these officers to execute key decisions under normal, urgent, and emergency situations.
- The Proponent's Project/Site Manager shall be accessible to the OEAM Custodial Manager 24/7. The Proponent must show how it intends to provide this accessibility and the required coverage. The Proponent's Project/Site Managers must be physically at the facilities during cleaning hours. If the assigned Proponent's Project/Site Manager is out sick, on vacation, terminated, or otherwise unavailable, the OEAM Custodial Manager must be notified immediately (within 24 hours) of who on site is in charge of operations.

#### **TRAINING**

- Proponent shall include a comprehensive training plan which includes at a minimum specific training each employee involved in this contract (including supervisory and management personnel) has already received.

- List specific training each employee involved in the contract (including supervisory and management personnel) will receive during the term of this contract. Include the frequency of any repetitive training.
- Include details of when and where such training is to be accomplished. OEAM staff reserves the right to observe any such training.
- Description of how the effectiveness of the training is to be measured.
- Describe training each employee will receive on use of Green products/equipment.
- Details of specific training each floor care technician assigned to this contract has already received and will receive equivalent to the OEAM Custodial Floor Care team.

#### **KEY CONTROL AND SECURITY PLAN**

The Proponents must include a plan showing how they will handle and control keys issued to them as well as electronic security codes made known to them under this contract. Electronic codes are confidential and may not be shared among employees, relatives or friends. This plan should indicate who will have the responsibility for all keys and how they plan to obtain keys from personnel who are terminated. The successful Proponent shall be responsible for all keys issued to them. The contracted vendor will replace all lost keys and broken keys at vendor's expense. In the event the loss of keys requires lock replacement, the cost of replacing locks will also be charged to the vendor. In facilities with electronic alarms systems, the contracted vendor will be responsible for paying any fines assessed for law enforcement responses to false alarms attributable to vendor's employees. Employees must sign in and out with security in facilities where guards are in place. Security may inspect bags at any time.

#### **PILFERAGE OF ITEMS AND VANDALISM**

Proponents must indicate how they plan to make sure that valuable items are not broken, abused or stolen. Failure to control pilferage and vandalism can be grounds for termination of this contract. Employees must have a background check completed prior to working on City property. The cost of replacing any items stolen or broken by vendor's employees will be charged to the vendor and vendor will reimburse / replace item to OEAM Department within ten working days or payment will be subtracted from the next scheduled payment to the vendor by OEAM Department and a written notification, prior to subtracting the funds will be released to the vendor.

## **QUALITY CONTROL PLAN**

The Proponent must develop a comprehensive quality control plan. This plan must assure that all facilities are maintained at all times at the level of cleanliness defined in this package. The plan may be evaluated for effectiveness by an OEAM Department Custodial Manager or Inspector prior to start date of contract and may be reevaluated and revised at any time during the life of the contract. At a minimum, the Quality Control plan shall include the following information:

- A. Identify who will be responsible for inspecting all facilities to insure cleanliness. Said employee(s) will interact with the OEAM Custodial Manager, and Inspectors to maintain the buildings at the standard required by the OEAM Department.
- B. The method of selecting facilities for inspection, frequency of inspections of different service requirements, and method(s) for correcting deviations from standards.
- C. The Proponent must include in the plan a suitable method for inspecting and recording infrequently performed services.
- D. The plan should show the action(s) necessary to prevent unsatisfactory service(s) from recurring.
- E. This plan should include a suitable way to inform the OEAM Department representative of any problem areas within the facility (e.g., lights burned out, doors not locking properly).
- F. The Proponent must develop a checklist, key control report, quality control report, staff security sign-in sheet, training calendar, periodic schedule, and completed projects calendar acceptable to OEAM representatives, to record the inspections. Include a sample checklist as part of this bid. All checklists must be given to the OEAM Custodial Manager at the biweekly meetings with contractor. Failure to provide the inspection checklists will result in an adverse Contractor Performance Report.
- G. The Proponent must also describe what the contingency plan is for providing services in accordance with contract specifications in the event employees are sick or do not report for work as scheduled, or suppliers do not meet delivery schedules, or sub-contractors fail to provide service, or other problems arise.

**Failure by the Proponent to implement the approved plan and pursue it diligently from the commencement of the contract may be considered grounds for default.**

## DEFICIENCY REPORTING

- If a cleaning-related deficiency is noted by the OEAM Custodial Manager for the affected facility will notify the Proponent's Project/Site Manager immediately by telephone and follow up in writing (the written document is hereafter referred to as a "Deficiency Notice"). The OEAM Custodial Manager will stipulate in the Deficiency Notice the time period allowed for the Contractor to correct the deficiency.
- The Proponent's Project Manager shall provide a written response to the OEAM Custodial Manager no later than the end of the correction time period stipulated in the Deficiency Notice – giving the status of the Proponent's actions to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure(s) have been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting of the OEAM Custodial Manager and the Proponent's Project Manager to ensure that they have been completely resolved. Failure to submit written responses may result in an adverse Contractor Performance Report, to reflect that the Proponent is not meeting the requirements of the contract. Repeated deficiencies (4 or more incidents) will result in the termination of the contract.
- When a deficiency in a "periodic service" will not be corrected within the time period stipulated by the OEAM Custodial Manager, the Proponent must, within two working days, correct the deficiency. The OEAM Custodial Manager will determine if this is acceptable, make the appropriate notation on the Deficiency Notice and ensure the Proponent receives that information promptly.
  1. If deemed an acceptable corrective action and/or time frame by the OEAM Custodial Manager, the Proponent shall submit a report when the corrective action has been completed.
  2. If the OEAM Custodial Manager determines this response unacceptable, the OEAM Custodial Manager shall notify the OEAM Operations Assistant Director (OAD) in writing. The OAD shall follow the steps in this bid document relating to non-performance.
- The Proponent will be allowed to redo a service upon notification. However, the OEAM representative(s) reserves the right to consider any required repeat service as a failure to perform. OEAM will determine when the level of service has progressed to an unsatisfactory level.



## NON-PERFORMANCE

- If a deficiency is not properly addressed within the correction period given or if the same problem recurs, the OEAM Department will contact the Proponent and document the non-performance in writing.
- Any decision to invoke the penalties delineated in this section will be made solely by the OEAM Director, in compliance with the City's Procurement Department.
- The Proponent will be notified in writing of the intent by the OEAM Department document performance related issues. The Proponent has three (3) working days to respond in writing to the notification and provide an explanation of what has been accomplished to preclude the problem from recurring. Failure to respond to the written notification can be grounds for termination of the contract. The written response must include verification and documentation of the Proponent's adherence to the contract and will be subject to evaluation and modification by the OEAM Department to meet the City's needs.
- The safety and welfare of our citizens and the security of all facilities is a top priority throughout the City. Therefore, it is essential that all contracted personnel receive a GCIC and be issued a temporary City ID Badge before working in any City Facility. All employees must receive the NCIC and may be temporarily assigned to those facilities upon GCIC clearance. The badge shall be worn in a clearly visible manner at all times when working in City facilities.

If a contracted employee, who has been issued a City ID, is found to not have the ID in their possession while working at a City facility, or bring relatives/unauthorized personnel in any City Facility to assist or accompany them during their work, the following penalties will apply. They are as follows:

**First Occurrence** - Written warning; temporary removal from the building until the proper ID is retrieved, removal of unauthorized personnel.

**Second Occurrence** - Written warning to Proponent requesting that the offender is not allowed to work on City property. Also, OEAM Department may exercise its option to offer the affected facility(s) to the next lowest Proponent if it is considered to be in the best interest and safety of the City. The Proponent will meet with the OEAM Director to discuss the performance concerns and to be placed on final notice.

**Third Occurrence** - Written reprimand, outlining the event. A face-to-face discussion with the OEAM Director and City's Procurement Department will be conducted with the Contractor, alerting them that they are hereby placed on

"final notice" that if the performance does not improve to a level that meets the City's approval, that the City will move forward on terminating the contract.

## **SERVICE REQUIREMENTS**

The following is a general description of the personnel, services, materials, equipment, and utilities, as well as the standards the City expects from the successful Proponent. Proponents must show that they are capable of delivering services equal to or better than these minimum service levels. While the City has made every effort to cover all the requirements in the Cleaning Schedule, we cannot guarantee that all elements have been specified. In cases where this has not been done, BOMA and JCAHO standards will prevail.

### **1. PERSONNEL**

#### **A. Employees:**

1. Proponent shall have in its employ at all times a sufficient number of capable and qualified contract and subcontract employees to enable it to properly, adequately, safely and economically operate, maintain, and account for the facility. If at any time it is deemed that the Proponent does not have the appropriate amount of employees employed in accordance with established BOMA standards to adequately provide the proper cleaning services to meet contractual specifications, City has provided, in writing, the expected total of employees and/ or hours required to adequately clean the facilities and meet OEAM Department cleaning standards. Failure by the Proponent to continue to meet the required total of employees can be grounds for termination of the contract. All matters pertaining to the employment, with the exception of the items mentioned above, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Proponent. City will not intervene in any internal disputes between Proponent and employee or Proponent and Vendor. Proponent's employees and vendors are not employees of the City and have no recourse from the City. The City may require dismissal from work any employee who is identified as a potential threat to the facility and its population. Each employee shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151.
2. **Safety Training and Education** – Proponent is required to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury. Employees required to

handle or to use poisons, caustics, and other harmful substances shall be instructed regarding their safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required as conditions warrant throughout the life of the contract. Proponent will maintain MSDS at each location. Proponent will ensure that employees are trained on the building evacuation plan.

A formal training plan utilizing OSHA standards must be written and forwarded to the OEAM Custodial Manager. Written verification of past and future training sessions must also be submitted. The OEAM Custodial Manager must be notified of training in advance and may attend training sessions.

3. **Incident Reporting** – All incidents including, but not limited to, those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel, or damage to property other than that of the Proponent shall be reported to the OEAM Custodial Manager by telephone within twenty-four (24) hours of the occurrence. A copy of each incident report which the Proponent (or subcontractors at any level) submits to their insurance carriers in regard to incidents and accidents occurring in relation to this contract shall be forwarded to the OEAM Custodial Manager as soon as possible, but in no event later than seven (7) calendar days after the incident or accident occurred. Report of injury must be documented in accordance with OSHA standards, and a copy of the OSHA form 400 shall be immediately forwarded to the OEAM Custodial Manager.
4. **Protection** – The Proponent shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Proponent or any subcontractor at any level working under this contract.

**B. Supervision:**

The Proponent will ensure that all work required by this contract is satisfactorily supervised, either by personal action, project manager, on-site supervisors, or a combination of these alternatives. The Proponent shall provide sufficient on-site supervision as is essential to carry out all the terms and conditions of this contract. The supervisor(s) shall be available at all times while contract work is in progress to receive notices, reports, or requests from either the OEAM or the designated City representative. If proper supervision is not available, due to unforeseen acts or circumstances beyond Proponent's control, the assigned

employee(s) must be fully conversant in English. **Supervisory employees must be fully conversant in English.**

**2. MATERIALS, SUPPLIES, EQUIPMENT, UTILITIES & UNIFORMS**

**A. Furnished by the City**

1. Electrical power at existing outlets for the contractor to operate equipment necessary in the conduct of its work.
2. Hot and cold water as necessary.
3. Space within the building commensurate with the contractor's personnel complement and operational requirements including locker rooms if available, storage space, and janitor's closets, where available.

**B. Furnished by the Proponent**

1. The Proponent shall furnish all supplies, materials, equipment, and employee training necessary for the performance of the work of this contract unless otherwise specified herein, and all substances must be used in accordance with manufacturer's recommendations. Once supplies are installed, they become the property of City. These supplies and materials shall be of a quality and type customarily utilized by other Proponent engaged in the profession of providing janitorial services. No later than five days prior to the contract starting date, the Proponent shall submit a list giving the name of the manufacturer, the brand name, and intended use of each of the materials that he proposes to use in the performance of the work. The OEAM Custodial Manager must approve the Proponent's listing of supplies and materials prior to their use. The use of caustic or acid based cleansers will not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on City property) until the applicable Material Safety Data Sheets (MSDS) for all hazardous materials (products containing *CAUTION* or *WARNING* labels) have been furnished to the OEAM Custodial Manager.
2. Electrical power at existing outlets for the contractor to operate equipment necessary in the conduct of its work.

3. The cleaning products must meet one (1) or more of the following standards for the appropriate category:
  - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes.
  - Environmental Choice CCD-110, for cleaning and degreasing compounds.
  - Environmental Choice CCD-146, for hard surface cleaners.
  - Environmental Choice CCD-148, for carpet and upholstery care.
4. Disinfectants, metal polish, floor finishes, strippers or other products not addressed by the above standards must meet one (1) or more of the following standards for the appropriate category:
  - Green Seal GS-40, for industrial and institutional floor care products.
  - Environmental Choice CCD-112, for digestion additives for cleaning and odor control.
  - Environmental Choice CCD-113, for drain or grease traps additives.
  - Environmental Choice CCD-115, for odor control additives.
  - Environmental Choice CCD-147, for hard floor care.
5. Disposable janitorial paper products that fit existing dispensers and trash bags meet the minimum requirements of 1 or more of the following programs for the applicable product category:
  - Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners.
  - Green Seal GS-09, for paper towels and napkins.
  - Green Seal GS-01, for tissue paper.
  - Environmental Choice CCD-082, for toilet tissue.
  - Environmental Choice CCD-086, for hand towels
  - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
6. Hand soaps that are suitable for existing dispensers and meet 1 or more of the following standards:
  - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements).
  - Green Seal GS-41, for industrial and institutional hand cleaners.
  - Environmental Choice CCD-104, for hand cleaners and hand soaps.

7. The Proponent shall not use any material which the OEAM staff determines unsuitable for the purpose or harmful to the surfaces to which applied. Costs for correcting damage caused by misused materials will be borne by the Proponent.
8. Any material being used which is not achieving desired results will be replaced with a more effective product.
9. All necessary cleaning equipment including power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work of this contract shall be furnished by the contractor. Such equipment shall be of the size and type customarily used work of this kind and shall meet the approval of the contracting officer's representative. Defective equipment shall be repaired or replaced within 72 hours. Propane driven equipment is banned.
10. All contracted personnel must be issued a temporary City ID badge and must wear proper janitorial service attire (jeans and t-shirt with Proponents company name and logo) before working in any City facility. Sagging pants are unacceptable. The badge shall be worn in a clearly visible manner at all times when working in City facilities. Non-performance describes in detail the actions that will apply for non-compliance.

### 3. SERVICES REQUIRED

#### A. Restroom Cleaning

1. Restrooms are considered clean when all areas are clean and free of dirt, water streaks, mop marks and strings, gum, grease and tar. All porcelain, chrome, brass and metal fixtures must be clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture.
2. Restroom cleaning shall include: sweeping, scrubbing and wet mopping all floors, cleaning all fixtures including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, washbasins, shower stalls, mirrors, waste receptacles, dispensers and wall surfaces with germicidal, veridical, and bactericidal cleansers. Machine scrub all restroom floors using a material suitable for floor type. All grout and baseboards should be free from dirt and grime. Walls around and under sinks and toilets must be scrubbed and disinfected. Floors shall be free of strays and skipped areas. Walls, baseboards and other surfaces shall not

be streaked or marred and must be free of stains. All cleaning is to be done with a substance suitable for cleaning and disinfecting all surfaces. All waste receptacles must be emptied, cleaned (washed or wiped as necessary) and disinfected. New bags must be provided and inserted. All graffiti shall be removed where possible. Any repair costs associated with any damages to the surface material must be borne by the Proponent.

3. Restroom cleaning shall also include restocking and supplying paper towels, soap, toilet paper, seat covers, urinal screens and deodorant blocks, and feminine hygiene products. All rolls and dispensers must be filled and trash receptacle must be emptied and supplied with new bags. Open paper products will not be set on backs of toilets, sinks, or trash cans or broken fixtures.
4. Restroom cleaning must be provided as many times as necessary daily to maintain cleanliness.

**B. Floors**

1. **Sweeping:** Sweeping shall include removing all trash, dirt, cigarette butts, gum and foreign matter from all interior floor surfaces, garage areas, porches, loading and unloading ramps, interior and exterior walkways, stairwells and courtyards. None of the above items shall be left in corners, behind radiators, under furniture or behind doors.
2. **Damp Mopping:** Damp mop all floors suitable for mopping. Damp mopping shall include removing all streaks, scuff marks, mop strands and marks, from all floors and baseboards utilizing a material and method suitable for the type of floor cleaned. All surfaces must be free from splash marks. The finished area must have a uniform appearance. All floor drains must be cleaned and traps filled with disinfectant to prevent sewer odor. Water used to mop must be fresh and changed after cleaning restrooms. Used water must be disposed of in an appropriate janitorial sink.
3. **Scrubbing and Re-coating Floors:** Remove several layers of wax and dirt using a material and method suitable for the floor type. The floor finish shall be uniform in appearance and all corners, edges and baseboards shall be free of debris and dirt.
4. **Stripping Floors:** Remove existing wax with a material suitable for floor type. All old wax shall be removed and there shall be no buildup in corners or crevices. The floors shall be uniform in appearance and not

have any buildup of wax in any areas. There shall be no evidence of gum, rust, burns, scuffs or marks.

5. **Floor Finishing:** Floors shall be free of streaks and skipped areas. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly coated and the appearance must be consistent in all areas.
6. **Burnishing:** Burnish all floors with equipment and chemicals suitable for the floor type. After burnishing, floors shall have a uniform luster and shall be free of streaks and mop strand marks. Walls, baseboards and other surfaces shall not be streaked or marred and must be free of stains. All floors must be evenly burnished and the appearance must be consistent in all areas. The use of propane burnishing equipment is prohibited.
7. **Vacuuming:** Vacuum all carpet, interior and exterior rugs, and walk-off mats. Carpets and rugs shall be clean and free from dust balls, dirt, and other debris. Nap on carpet and rugs shall lie in one direction when vacuuming is completed. Light furniture (other than desks, file cabinets, etc.) shall be moved and replaced. A crevice tool will be used where needed. No build-up of dust or debris around furniture or in corners is acceptable.
8. **Carpet Cleaning and Rug Extracting:** Vacuum all carpets and rugs prior to extraction utilizing a method suitable for the type of carpet or rug; remove all soil, spots, smears, and stains and spillages. After extracting, carpet or rugs must be thoroughly clean, present a uniform appearance and not result in excessive fuzziness from the extract process. Dry cleaning methods should be employed whenever appropriate.
9. **Spot Cleaning of Carpet:** Remove any evidence of excessive buildup of dirt, spillages, spots, smears and stains. After removal, carpet shall show no visible signs of discoloration or fuzzing from harsh rubbings. Cleaned areas must blend with the adjacent carpeted areas.
10. **Stripping and Refinishing Hardwood/Laminate Floors:** Remove all floor finish material from wood floors. Apply a material suitable for floor type in accordance with manufacturer's instruction, or after instruction from OEAM Director. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.



11. **Cleaning and Sealing Cement Floors:** As necessary, remove all existing floor finish material from cement floors. Apply anti-skid sealant suitable for cement floors. Buff if necessary to a high gloss appearance. Floor area must be evenly coated and provide a uniform appearance and luster. New finish should not show any stains or spots.

**C. General Cleaning**

1. **Spot Cleaning and Damp Wiping of Surfaces:** Spot cleaning/damp wiping shall include the removal of all fingerprints, smudges, marks or spots from surfaces with a cleaner suitable for disinfecting. This shall include doors, door frames, window frames, window sills, walls and metal partitions, public telephone booths and guard stands. Damp wipe and clean marble wall surfaces and stone wainscoting. Spot cleaning/damp wiping will be considered clean when all areas are free of fingerprints, hand marks, smudges, dust, dirt and spots. All areas cleaned must not show any indication of discoloration or fading.
2. **Low Dusting:** Dust all surfaces within 70 inches of the floor. This shall include but is not limited to desks, bookcases, pictures, rails, wainscoting, window ledges, chair rungs, table legs and other furniture. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
3. **High Dusting:** Dust all surfaces above 70 inches. This shall include all items not covered in the paragraph on low dusting to include light fixtures. Dust tops of high book cases, wall shelving, cabinets, vending machines, air conditioning and heating vents, ceiling molding, exposed pipes and any other items as required. There shall be no dust streaks in corners or crevices, on molding or ledges. There shall be no oils, spots or smudges or spider webs left on dusted surfaces.
4. **Cleaning and Polishing Wood Surfaces:** Using a substance suitable for cleaning wood surfaces, clean and polish all paneling, wood baseboards, wainscoting, desks, chairs, picture frames and any other items requiring this treatment. Wood must have a uniform appearance without excessive oil residue, streaking and spots.
5. **Cleaning Drinking Fountains:** The porcelain or stainless steel surface shall be free of dust, spots, stains, streaks, mold and mildew. The surface shall appear to be bright and have a uniform appearance. All fountains must be kept free of trash, ink, coffee grounds and other foreign material.

Supply and replenish paper cups where dispensers are provided. Wipe down all surfaces with a disinfectant.

6. **Metal Cleaning and Polishing:** Polish all chrome, brass and metal items with a non-acidic, non-abrasive cleanser. Cleaning shall include all brass rails and fixtures, metal thresholds, plant urns and door fixtures. Metal surfaces should be free of smears, stains, finger and hand prints. All surfaces should be bright and uniform in luster. Thresholds must be free of all soil, dirt, grease and grime.
7. **Glass Cleaning:** Clean all interior and exterior glass to include doors, mirrors and glass desk tops. No window cleaning will be performed under this item. Glass shall be clean and free of dirt, dust, streaks, watermarks, spots and grime.
8. **Window Cleaning:** All ground-level interior and exterior windows will be cleaned by contractor on a quarterly basis. Additionally, all entrance (interior and exterior) glass doors and windows at floor level will be cleaned daily. All interior and exterior glass, sills and frames shall be clean and free of dirt, dust, streaks, watermarks, spots and grime. Windows shall not appear cloudy.
9. **Cleaning and Dusting Venetian Blinds, Mini-Blinds and Drapes:** Clean all Venetian blinds and drapery. Defective items must be reported to the Contract Administrator for replacement. All items removed for cleaning must be replaced within 48 hours of removal. Dust or vacuum drapes. Drapes and blinds must be free of dirt, dust and grime.

**D. Waste Removal**

1. **Trash Removal:** Empty all trash and waste receptacles in offices, courtyards, entryways and docks, and remove to designated areas. Wash and steam clean all receptacles used in the collection of food remnants. Containers used for collection of trash must be made of a non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grime or residue remains on the inner or outer surface of the receptacles.
2. **Recycling Program:** The successful Proponents will work with City to assure that the recycling goals are met. This will include checking recycling bins to assure that correct items are placed in each bin,

separating recyclable items from normal trash and emptying recycling bins when required by the OEAM Custodial Manager. Cardboard boxes shall be flattened by the Proponent and taken to a designated area on a daily basis. The plan should include how the respondent will train employees on handling recyclable materials.

**E. Exterior Cleaning**

1. Empty all trash and waste receptacles in courtyards, entryways, and docks and remove to designated areas on a daily basis. Wash and steam clean all receptacles used in the collection of food remnants on a quarterly basis and away from food handling areas. Containers used for collection of trash must be made of non-combustible or flame resistant substance. All containers used for collection must be cleaned inside and outside daily. Provide plastic liners for waste receptacles and change daily. Trash removal is considered to be satisfactory when no dirt, grim, or residue remains on the inner or outer surface of the receptacles.
2. Empty and clean all smoking urns adjacent to City buildings. Cigarette butts, matches and other discarded material must be removed from all receptacles and the receptacles cleaned. Clean receptacles will be free of dirt, dust, ashes, tar, streaks and nicotine stains. Replace sand in receptacles where required.

**F. Break Room Cleaning:**

Empty all trash and waste receptacles in break room. Replace all waste can liners. Clean counter tops, sinks, pipe fittings, table tops, chairs, exterior of refrigerator, microwave oven, and cupboards. Clean sofas and couches with a suitable chemical. Vacuum carpet and/or dust and mop floor. Shampoo carpet and/or strip, wax and refinish floor. Clean all doors, vents, light fixtures with appropriate chemical. Clean window sills and walls, giving particular attention to walls around trash receptacles. Remove all cobwebs. Refill soap and paper towel dispensers.

**G. Special Areas**

1. **Pressure Washing, Cleaning and Sealing Garage Area/Loading Dock:** Utilizing a high pressure washer or other appropriate equipment, scrub floors with a material suitable for cleaning. Floors should appear clean and free of dirt, water streaks, mop marks and strings, gum, grease, tar and oil spots. Remove excess water from all floor surfaces. This applies to all City facilities that have a garage and/or loading dock (i.e. City Hall).

2. **Elevator Cleaning:** Clean all interior and exterior surfaces of elevators including doors and floor tracks. Clean all metal surfaces in accordance with the standard for metal cleaning. Work shall include but is not limited to vacuuming and shampooing of carpet, sweeping and mopping floors, stripping floors and buffing as required. All elevators should be free of trash and debris and stains. Floors must present a uniform appearance in accordance with the standards listed above.
3. **Cleaning Storage Space and Mop Closets:** All storage and mop closets must be kept clean at all times. Storage spaces cannot be utilized for storing trash. All areas must be clean and free of spills, spots, stains and offensive odors. All janitorial equipment must be neatly arranged. Closets will not be utilized as a storage area for flammable materials. All containers used to store cleaning materials must be labeled in accordance with OSHA standards.
4. **Fitness Center Cleaning:** The Fitness Center is considered clean when all areas are clean and free of dust, spots, stains, rust, mold, encrustation and excess moisture. Fitness Center cleaning includes vacuuming, sweeping, scrubbing and wet mopping all floors, cleaning all fixtures, including metal, porcelain, brass and chrome surfaces, water closets, urinals, shelves, wash basins, shower stalls, mirrors and waste receptacles. All cleaning is to be done with a substance suitable for cleaning and disinfecting the surfaces. Fitness Center cleaning will also include emptying and cleaning waste receptacles and replacing trash liners, cleaning graffiti from all surfaces, and filling all dispensers with soap and paper supplies.
5. **Kitchen Cleaning** (including offices, serving lines, & restrooms): Kitchens are considered clean, with regard to this contract, when the floors, mats, walls and trash containers are free from dirt, grease, mold, dust, and mildew. All floors must be free from grease, dirt and mildew. Scrubbing will be required for floors, grout, baseboards and corners. Clean all drain pipes. All floor mats and walls must be clean and free from excess moisture, dirt and mildew. Refill all soap and paper towel dispensers. Clean exterior of all appliances.
6. **Courtrooms:** If applicable, normal cleaning in courtrooms, particular attention must be paid to cleaning under non-moving benches. A crevice tool will be used as needed to ensure that there is no build-up of dirt or debris under benches. Seating pads on benches must be lifted up, any debris removed, and all surfaces of bench and pad properly cleaned.

## H. CLEANING SCHEDULE

Table A - General Cleaning Services to be Performed		Frequency of Service
1	Empty waste baskets and other trash receptacles, taking contents to designated areas	Daily
2	Clean waste receptacles and replace liners	Daily
3	Remove refuse from sand urns and clean outside of containers	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared	Daily
5	Dust window sills and all other surfaces up to 70" high	Daily
6	Damp wipe all telephones and related equipment using antiseptic treated cloths	Daily
7	Clean all janitorial closets	Daily
8	Remove dirt and streaks from all surfaces (including glass doors, door frames, walls, threshold plates, brass, windows, partitions, and light switches) up to 70" high	Daily
9	Dust all surfaces between 70" and 144" high	Weekly
10	Remove dirt and streaks from all surfaces between 70" and 144" high	Weekly
11	Dust venetian blinds	Weekly
12	Remove debris & dust top of vending machines	Weekly
13	Moves recycle paper in wheeled containers to designated area (and returns empty containers to normal locations)	As Necessary
14	Vacuum upholstered furniture	Monthly
15	Clean venetian blinds	Yearly

Table C - Stairwell Cleaning Services to be Performed		Frequency of Service
1	Sweep stairwells for all facilities	Daily
2	Mop stairwells at all facilities	Weekly

<b>Table D - Floor Care Services to be Performed</b>		<b>Frequency of Service</b>
1	Vacuum all carpeted areas including edges, corners, rugs and all floor matting	Daily
2	Sweep and/or dust mop all non-carpeted areas	Daily
3	Mop spillages in all non-carpeted areas	Daily
4	Mop all non-carpeted areas	Daily
5	Spot clean all carpeted areas	Daily
6	Maintain all hard floor surfaces by means of burnishing; using an approved, non-injurious cleaning solutions as well as an UL-approved floor finish that provides a high degree of slip resistance	2 x Weekly
7	Strip and refinish all hard flooring	2 x Yearly
8	Scrub and re-coat all floors	2 x Monthly
9	Shampoo and extract all carpeting	Quarterly

<b>Table E - Window Cleaning Services to Be Performed</b>		<b>Frequency of Service</b>
1	Clean all interior window sills and surfaces up to 70"	Daily
2	Clean all entrance glass doors and windows, interior and exterior surfaces	Daily
3	Clean all other interior and exterior glass doors and windows	Quarterly

<b>Table F - Exterior Cleaning To Be Performed</b>		<b>Frequency of Service</b>
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily
3	Police and remove all debris and trash from entry ways, exterior grounds, parking lots and landscape areas	Daily

<b>Table G – Kitchen Cleaning Services to be Performed</b>		<b>Frequency of Service</b>
1	Empty and clean all trash containers, taking contents to designated area. Replace all liners	Daily
2	Clean exterior of aluminum recycle bins	Daily
3	Sweep and scrub all floors, grout, and baseboards using degreaser / germicidal disinfectant	Daily
4	Clean all window sills, walls, doors, and telephones	Daily
5	Refill all soap and paper towel dispensers	Daily
6	Clean all floor mats with degreaser / germicidal disinfectant	Daily
7	Clean all sinks, counter tops, dispensing machines, water fountains, & exterior of appliances	Daily
8	Clean all drain pipes	2 x Weekly
9	Clean all light fixtures and vents	Weekly

<b>Table H – Break-Room Cleaning Services to be Performed</b>		<b>Frequency of Service</b>
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace all waste basket liners	Daily
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fittings with suitable chemicals	Daily
3	Clean doors with suitable chemicals	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas	Daily
6	Refill all soap and paper towel dispensers	Daily
7	Clean brass and chrome surfaces with suitable chemical	2 x Weekly
8	Clean exterior of microwave oven, refrigerator & cupboards	2 x Weekly
9	Clean all light fixtures and vents	Monthly

## **I. City Observed Holidays:**

City facilities will be closed on the following days and there will not be a need for services on these days:

- New Year's Day
- Martin Luther King Jr's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

## **J. FACILITIES LIST**

The City of Atlanta reserves the right to modify this listing or the services required, at any time before, during or after the award of this package. Any modification to the list will be accompanied by a proportionate modification of the price based on the average price per cleanable square foot as awarded under this bid. Estimated square footage is listed for each facility. Gross square footage is defined for most buildings as the outside footprint of a building times the number of floors. Cleanable square footage is calculated from the gross square footage using a factor of 0.84, assuming that sixteen percent (16%) of a building consists of areas which are not accessible for cleaning. If errors in the square footage figures shown are discovered after bid opening, pricing for the group will prevail. It is strongly suggested that bidders verify square footage prior to submitting their bids.

The City of Atlanta core operating hours are 8:30 a.m. to 5:00 p.m. Monday – Friday. Sites on the list following require day porter support and night cleaning. In some instances, weekend cleaning for City sponsored and other special events may be required.



## TECHNICAL SPECIFICATIONS

**Remarks or Exceptions:** Please enter additional remarks and/or exceptions on this page.  
Please duplicate this form if additional space is needed for remarks.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

# **SAMPLE FORMS**

**Office of Enterprise Asset Management Department  
Quality Control Report**

**Environmental Inspection Form**

**Service Provider:** \_\_\_\_\_

**Facility Name /Address:** \_\_\_\_\_

	Department/Section/Floor/Pool/Jail/Break Room/Other	
	<b>ENVIRONMENTAL INSPECTION FORM</b>	<b>Frequency of Service</b>
	<b>Window Cleaning Services to be Performed</b>	
1	Clean all interior windows sills and surfaces up to 70"	Daily
2	Clean all entrance glass doors windows, interior and exterior surfaces	Daily
	<b>Exterior Cleaning Services to be Performed</b>	
1	Empty all trash receptacles	Daily
2	Clean interior and exterior of trash receptacles and change liners	Daily
3	Police and remove all debris and trash from empty ways, exterior grounds, parking lots and landscape areas	Daily
	<b>General Cleaning Services to be Performed</b>	
1	Empty waste baskets & other trash receptacles, taking contents to designated area	Daily
2	Clean waste receptacles and replace liners	Daily
3	Remove refuse from urns and clean outside of containers	Daily
4	Dust office furniture and damp wipe or polish all desktops where papers are cleared	Daily
5	Dust windows sills and all other surfaces up to 70" high	Daily
6	Damp wipe all telephones and related equipment using antiseptic treated cloths	Daily
7	Clean all janitorial closets	Daily
8	Remove dirt and streaks from all surfaces: (including glass doors, frames, walls, brass threshold plates,	Daily
	Windows, partitions and light switches) up to 70" high	
	<b>Lavatory, Locker Room and Bath Cleaning to be Performed</b>	
1	Empty waste baskets and all other trash receptacles, including sanitary napkins dispensers	Daily
2	Clean waste receptacles and replace liners	Daily
3	Completely clean areas immediately around toilets and urinals. Clean, disinfect & deodorize all fixtures	Daily
	Using high phenol coefficient germicidal cleaner (including showers)	
4	Damp clean or polish and refill all dispensers	Daily

5	Sweep and mop all floors using high phenol coefficient germicidal cleaner (including showers)	Daily
	<b>Kitchen Cleaning Services to be Performed</b>	
1	Empty and clean all trash containers, taking contents to designated area. Replace all liner	Daily
2	Clean exterior of recycle bins	Daily
3	Sweep and scrub all floors, grout, and baseboards using degreaser/germicidal disinfectant	Daily
4	Clean all window sills, walls, doors and telephones	Daily
5	Refill all soap and paper towel dispensers	Daily
6	Clean all floor mats with degreaser/germicidal disinfectant	Daily
7	Clean all sinks, counter tops, dispensing machines, water fountains, & exterior appliances	Daily
	<b>Break Room Cleaning Services to be Performed</b>	
1	Clean exterior of recycle bins, interior and exterior of waste baskets and other trash receptacles. Replace	Daily
	all waste basket liners	
2	Clean sinks, countertops, dispensing machines, plumbing fixtures, and pipe fitting with suitable chemicals	Daily
3	Clean doors with suitable chemicals	Daily
4	Sweep/dust mop all non-carpeted areas; mop spillages	Daily
5	Vacuum and spot clean all carpeted areas	Daily
6	Refill all soap and paper towel dispensers	Daily
	all waste basket liners	
	<b>Holding Cell Cleaning Services to be Performed</b>	
1	Clean with a suitable germicidal disinfectant and deodorize lavatory fixtures. Clean surfaces around toilets	Daily
2	Sweep and mop all floors using high phenol coefficient germicidal cleaner	Daily
3	Clean and polish mirrors, bright work, enamels surfaces, and glass windows	Daily
4	Spot Clean all walls and remove graffiti	Daily

## KEYS AND CODE DISTRIBUTION LIST

[illegible]

## ATTENDANCE SIGN IN SHEET

[illegible]

**EXHIBIT A-1**  
**COST PROPOSAL**

### EXHIBIT A-1, COST PROPOSAL

Site Location	Cleanable Sq. Ft.	Price Per Sq. Ft.	Total Monthly Cost
2315 Bankhead Hwy NW	9,468		
370 Northside Dr NW	1,500		
612 Magnolia St NW	1,707		
880 Cherokee Ave SE	3,724		
215 Lakewood Way SW	8,600		
1125 Cascade Cir SW	2,850		
3565-10 MLK (Collier) SW	700		
3201 MLK Drive SW	5,000		
2841 Greenbriar Pkwy., SW	1,927		
94 Pryor St (Underground) SW	1,000		
398 Techwood Dr NW	2,665		
2025 Hosea Williams Blvd NW	9,500		
1166-B Euclid NE	400		
950 Lowery Blvd NW	9,619		
1001 Cherokee SE	1,872		
180 Southside Industrial Pkwy SE	5,500		
180 Southside Industrial Pkwy SE	4,000		
120 Anderson Ave NW	1,000		
477 Windsor SW	960		
1154 James Jackson Pkwy NW	1,000		
1500 Key Rd SE	1,000		
2528 Chattahoochee Cir NW Buildings 600, 700 & 800	6160		
750 Selig Dr SW Warehouses A, C, D & F	15,050		
955 S River Industrial Blvd SE			
<b>GRAND TOTAL FOR GROUPS B &amp; C</b>	95,202		

\*SQUARE FOOTAGES ARE ESTIMATES



## **EXHIBIT B** **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

**"Applicable Law(s)"** means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

**"Charges"** means the amounts payable by City to Service Provider under this Agreement.

**"City Security Policies"** means the policies set forth in **Exhibit D**.

**"Code"** means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

**"Contract Documents"** include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

**"Facility"** or **"Facilities"** means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

**"Force Majeure Event(s)"** means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

**"Party"** or **"Parties"** means City and/or Service Provider.

**"Person"** means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

**"Service Provider Personnel"** means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

**"Third Party"** means a Person other than the Parties.

**EXHIBIT C**  
**AUTHORIZING LEGISLATION**

**EXHIBIT D**  
**CITY SECURITY POLICIES**

**EXHIBIT E**  
**DISPUTE RESOLUTION PROCEDURES**

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

## **APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF CONTRACT COMPLIANCE  
Hubert Owens  
Director  
[howens@atlantaga.gov](mailto:howens@atlantaga.gov)

06/20/2012

**RE: Project No.: FC# 6042 - Citywide Janitorial Services**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov> and choosing "Title 13-Business and Credit" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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## CITY OF ATLANTA

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OFFICE OF CONTRACT COMPLIANCE  
Hubert Owens  
Director  
[howens@atlantaga.gov](mailto:howens@atlantaga.gov)

### CITY OF ATLANTA SMALL BUSINESS ENTERPRISE POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.



### Implementation of SBE Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE or other acceptable certification number, and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE or other acceptable certification number, and supplier id number

### Determination of Good Faith Efforts During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the requirement of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following:

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBE1.
2. Outreach Efforts Documentation. Each Bidder shall submit with her/his Bid written documentation demonstrating the Bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.
3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, certification number of each business, and any other information requested by the Office of Contract Compliance. In order for the Office of Contract Compliance to officially consider a firm to be an SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the Bid.

### OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

### **Small Business Enterprise Program Bid/RFP Submittals**

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

### **Monitoring Of SBE Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

### **First Source Jobs Program Policy Statement**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Deborah Lum  
Manager, One Stop Services  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 658-6312**

**Small Business Enterprise Goals for this Project**

**Project No.: FC# 6042 - Citywide Janitorial Services**

The Small Business Enterprise goals for the trade categories listed in this project are:

**35.0% SBE**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

### Small Business Enterprise Program Reminders

1. Subcontractor Certification. It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm.
2. Reporting. The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. SBE Ordinance. The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. Supplier Participation. In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of a firm's revenue or employee size with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal

## SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both SBE Certified and Non-SBE firms) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact



Name of Sub-contractor/Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: SBE - Small Business Enterprise,

Company Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ FC#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Note: COA M/FBE certification or DBE Certification does not count for SBE program goals. Firms Must Be Certified as SBE By COA OCC

# EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority and Airport Concessions Disadvantaged Business Enterprises (DBE) subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Proponent's Co. Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ FC#: \_\_\_\_\_  
Proponent's Contact Number: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Print)

(\*\*\*Note... EBO or DBE certification does not qualify for SBE projects) Total SBE% \_\_\_\_\_

## **FIRST SOURCE JOBS PROGRAM POLICY STATEMENT**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Deborah Lum of the Atlanta Workforce Development Agency at (404) 658-6312. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

## FIRST SOURCE JOBS INFORMATION FORM

Company Name: \_\_\_\_\_

FC Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry-level positions will become available as a result of the above referenced contract with the City of Atlanta:

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: \_\_\_\_\_

Phone: \_\_\_\_\_

FORM 4

**THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_**

This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must be provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financial assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Contractor

FORM 5

## **APPENDIX B; INSURANCE AND BONDING REQUIREMENTS**

**APPENDIX B  
INSURANCE & BONDING REQUIREMENTS  
FC- 6042, Citywide Janitorial Services**

**A. Preamble**

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

**1. Evidence of Insurance Required Before Work Begins**

**No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.** Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

**2. Minimum Financial Security Requirements**

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class IX, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the



Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements – Form CG 20 10 (11/85) or its equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement (Form CG 20 10 (11/85) or its equivalent) evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	<b>\$1,000,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 policy limit</b>

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Pollution Liability

Contractor/Consultant must procure and maintain Pollution Liability Insurance in an amount not less than **\$1,000,000** each occurrence/aggregate. Completed operations coverage shall remain in effect for no less than three (3) years after final completion. This coverage can also be satisfied with an endorsement to the General Liability policy.

F. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

**APPENDIX C: GEORGIA ILLEGAL IMMIGRATION ENFORCEMENT AND REFORM ACT**  
**REQUIREMENTS**

## **APPENDIX C: Illegal Immigration Reform and Enforcement Act Forms**

### **INSTRUCTIONS TO PROPONENTS/BIDDERS:**

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.  
  
**Example 1**, ABC, Inc. and XYZ, Inc. form and submit a proposal/bid as Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.  
  
**Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.
4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with proposal/bid package.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number                      Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)) and \_\_\_\_\_ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC





**SYSTEMATIC ALIEN VERIFICATION OF ENTITLEMENTS (S.A.V.E.)  
CITY OF ATLANTA AFFIDAVIT  
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT  
SUBMITTED TO DEPARTMENT OF PROCUREMENT**

By executing this affidavit under oath, as an applicant for a City of Atlanta Contract, Business License or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit, Insurance Company License or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Atlanta public benefit:

For: \_\_\_\_\_  
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States Citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **All non-citizens must provide their Alien Registration Number below.**

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.**

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

\* \_\_\_\_\_  
Alien Registration number for non-citizens

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below

\_\_\_\_\_